

WHEN RECORDED MAIL TO:

Saratoga Springs City 1307 N. Commerce Drive, Suite 2000 Saratoga Springs, Utah 84045 ENT 87410:2014 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Dec 04 10:24 cm FEE 0.00 BY CLS
RECORDED FOR SARATOGA SPRINGS CITY

PARCEL I.D.#: 59:012:0073 GRANTOR: SCP FOX HOLLOW LLC

20' STORM DRAINAGE CHANNEL EASEMENT

Located in the south half of Section 12, Township 6 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

For the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto the Fox Hollow HOA hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, a storm drainage channel, hereinafter called the FACILITIES, said right-of-way and easement, being situated in Utah County, State of Utah, over and through a parcel of the GRANTORS' land and being more particularly described as follows:

COMMENCING AT A BRASS CAP MONUMENTING THE WEST 1/4 CORNER OF SAID SECTION 12, said point being the THE REAL POINT OF BEGINNING:

THENCE N.89°49'52"E. A DISTANCE OF 20.00 FEET; THENCE S.00°17'21"W. A DISTANCE OF 401.38 FEET; THENCE S.81°05'58"W. A DISTANCE OF 20.26 FEET to the section line; THENCE N.00°17'21"E. Along said section line a DISTANCE OF 404.45 FEET TO THE POINT OF BEGINNING,

Contains 8058 sq. ft. or 0.185 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GR Easement this day of	ANTORS have executed this right-of-way and, 2014
County Parcel No. Acreage Contains: 0.185acres 8,058(sq. ft.)	<u>GRANTOR(S)</u>
	By:
STATE OF UTAH) :ss. COUNTY OF UTA H Qavid)	Notary Public MEGAN NICOLLE DE LEON Commission #608583 My Commission Expires April 19, 2015 State of Utah
On the Sh day of Movember of Bessenger, for and in behalf me duly sworn, did say that (s)he is the signer executed the same.	If of <u>up Fox Hollan</u> , uc, who being by (s) of the foregoing instrument, and that the (s)he
My Commission Expires: 4-19-15	Notary Rublic
Residing In: Davis (genty	

